REMARKS

Claims 20-33, as amended, remain herein.

Applicants' representative thanks Examiner Shin-Hon Chen for receiving applicants' May 17, 2004 telephone call and stating that he would withhold consideration of the Amendment filed May 4, 2004 and wait for receipt of the present Supplemental Amendment.

As stated in the May 17 telephone call, applicants' request that the Amendment filed May 4, 2004 be entered for record purposes. The May 4 Amendment canceled claim 19. This Supplemental Amendment cancels all outstanding claims 1-18 without prejudice or disclaimer, adds new claims 20-33, and presents additional arguments against the rejections stated in the Office Action mailed December 4, 2003.

1. The Examiner is asked to provide an initialed copy of PTO Form 1449 indicating receipt and consideration of references accompanying the Information Disclosure Statement filed May 9, 2000.

2. Claims 4, 10, 13, 14, 16 and 18 were rejected under 35 U.S.C. §112, second paragraph. Claims 4, 13, 14, 16 and 18 have been cancelled, thereby mooting the rejection.

3. Claim 1 was rejected under 35 U.S.C. §102(b) over Kitada U.S. Patent 5,606,611. Claim 1 has been cancelled, thereby mooting its rejection. Claims 20, 23 and 30 are directed to the subject matter of former claim 1.

The presently claimed data stream transmission and reception method includes managing a reception contract on the basis of individual ID numbers or a group ID number, and charging plural receivers in a common group indicated by the group ID number a billing amount charged for one receiver even if a portion of a data stream is received by plural receivers in the common group. This method is nowhere disclosed or suggested in the cited reference.

Kitada '611 discloses that the time required for rewriting information associated with the right to receive a broadcasting service is shortened by dividing the individual contractors into plural groups at the side of the broadcasting station and

rewriting information regarding the right to receive a broadcasting service on a group basis, i.e., once for each group. However, Kitada '611 does not disclose managing receiving contracts based on two options: (1) individual ID numbers or (2) group ID numbers, as recited in applicants' claim 20. Therefore, Kitada '611 does not disclose the instance where a first receiving contract is made for each receiver, and the second instance where a second contract is made for plural receivers as a group, wherein such plural receivers are allowed to receive the same program with only one receiver being charged.

Kitada '611, column 1, lines 46-52, is alleged to disclose a method permitting a management apparatus to manage and transmit update information to receiving stations having individual ID numbers, wherein the receiving stations are divided at the transmitting end into plural groups each having a group ID number; the Examiner asserts that the reception contract can be managed on the basis of the individual ID numbers or the group ID numbers. Actually, Kitada '611 discloses managing the update transmittal on the basis of only

the group ID numbers, and not on the basis of two alternative options of (1) the group ID numbers or (2) the individual ID numbers. Kitada '611, column 1, lines 42-45, states:

> According to a receiving station management apparatus of the present invention, receiving stations are formed into a plurality of groups, and associated information (to be referred to hereinafter as "group information" hereinafter)

Thus, Kitada '611 defines such information associated with the groups as "group information", not individual receiver ID numbers, which are not mentioned at all. Kitada '611, column 1, lines 47-56 reads:

> The associated information includes group bits for grouping of the receiving stations, and station identification bits (group bits and station identification bits will be generically referred to hereinafter as "a group ID" or "group identification") for identifying a network to which each receiving station belongs.

Accordingly, although Kitada '611 teaches using "station identification bits" for "identifying a network to which each receiving station belongs", Kitada '611 does not disclose or suggest that such identification bits define a complete receiver ID number. Rather, Kitada '611 uses such bits to identify the

corresponding network and uses "group bits" to define group identifiers, but does not define receiver identifying numbers.

Moreover, the Office Action, page 4, lines 8-9, admits that Kitada '611 does not manage the reception contract on the basis of the individual ID numbers. And, there is no portion in Kitada '611 (beyond those cited in the Office Action) disclosing or suggesting that the transmitting end manages the reception contract on, alternatively, the basis of such "station identifying bits" or alternatively, such "group bits," with reference to managing the reception contract according to alternative types of ID numbers recited in applicants' claims 20, 23 and 30. Thus, Kitada '611 does not disclose managing the reception contract according to alternative types of ID numbers, and further, does not disclose charging the plural receivers belonging to a same group indicated by the group ID number a billing amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in claims 20, 23 and 30.

For the foregoing reasons, Kitada '611 fails to disclose all elements of applicants' claimed invention, and therefore is not a proper basis for rejection under §102. And, there is no disclosure or teaching in Kitada '611 that would have suggested the desirability of modifying any portions thereof effectively to suggest applicants' presently claimed invention. Claims 21 and 22, which depend from claim 20, are allowable for the same reasons described herein for claim 20; claims 24-29, which depend from claim 23, are allowable for the same reasons described herein for claim 23; and claims 31-33, which depend from claim 30, are allowable for the same reasons described herein for claim 30. Accordingly, reconsideration and withdrawal of this rejection are respectfully requested.

4. Claims 1, 3, and 5 were rejected under 35 U.S.C. §103(a) over Kitada '611 and Sasa U.S. Patent 4,998,278. Claims 1, 3 and 5 have been cancelled, thereby mooting their rejection. Claims 20, 23, 26, 27 and 30 are directed to the subject matter of former claims 1, 3 and 5.

The Office Action admits that Kitada '611 does not disclose the method for managing the individual ID numbers, and cites Sasa '278 as allegedly teaching same. However, Sasa '278 does not overcome the deficiencies of Kitada '611 described above.

Sasa '278 discloses that received encrypted contract infomration is stored in encrypted form, temporarily decoded where receiving a desired program, canceling scrambling by using such decoded contract information, and deleting such information, to preserve secrecy of contract information.

Sasa '278 does not teach managing the reception contract according to alternative types of ID numbers, or charging the plural receivers belonging to a same group indicated by the group ID number a billing amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in claims 20, 23 and 30.

For the foregoing reasons, neither Kitada '611 nor Sasa '278 contains any teaching, suggestion, reason, motivation or incentive that would have led one of ordinary skill in the art to applicants' claimed invention. Nor is there any disclosure or teaching in either of these references that would have

suggested the desirability of combining any portions thereof effectively to suggest applicants' presently claimed invention. Claims 21 and 22, which depend from claim 20, are allowable for the same reasons described herein for claim 20; claims 24-29, which depend from claim 23, are allowable for the same reasons described herein for claim 23; and claims 31-33, which depend from claim 30, are allowable for the same reasons described herein for claim 30. Accordingly, reconsideration and withdrawal of this rejection are respectfully requested.

5. Claim 2 was rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278 and Saito U.S. Patent 5,901,339. Claim 2 has been cancelled, thereby mooting its rejection. Claim 25 is directed to the subject matter of claim 2.

Claim 25, which depends from claim 23, is allowable for the same reasons described herein for claim 23.

Moreover, the Office Action admits that neither Kitada '611 nor Sasa '278 discloses a method of updating the reception contract at a regular time interval, and cites Saito '339 as allegedly teaching same. But, Saito '339 does <u>not</u> teach

managing the reception contract according to alternative types of ID numbers, or charging the plural receivers belonging to a same group indicated by the group ID number a billing amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in applicants' claim 20 from which claim 25 depends. Therefore, Saito '339 does not fulfill the deficiencies of Kitada '611 and Sasa '278 described herein.

6. Claim 4 was rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278 and Beyers II et al. U.S. Patent 5,420,923. Claim 4 has been cancelled, thereby mooting its rejection. Claim 28 is directed to the subject matter of former claim 4.

Claim 28, which depends from claim 23, is allowable for the same reasons described herein for claim 23.

Moreover, the Office Action admits that neither Kitada '611 nor Sasa '278 discloses the portion of the data stream being a service, and cites Beyers II '923 as allegedly teaching same. But, Beyers II '923 does not teach managing the reception

contract according to alternative types of ID numbers, or charging the plural receivers belonging to a same group indicated by the group ID number a billing amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in claims 20, 23 and 30. Therefore, Beyers II '923 does not overcome the previously discussed deficiencies of Kitada '611 and Sasa '278.

7. Claims 6-12 were rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278, Beyers II '923, Kubota et al. U.S. Patent 5,787,171, Matsuzaki et al. U.S. Patent 6,289,314 and Rathus et al. U.S. Patent 5,932,863, and claims 14-16 were rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278, Beyers II '923, Kubota '171, Matsuzaki '314 and Rathus '863. Claims 6-12 and 14-16 have been cancelled, thereby mooting their rejection. Claims 20-33 generally are directed to the subject matter of former claims 6-12 and 14-16.

The Examiner admits that none of Kitada '611, Sasa '278, or Beyers II '923 discloses management of receiving contracts using

individual receiver ID numbers and cites Kubota '171, column 11, lines 25-59, as allegedly teaching same. However, Kubota '171 does not further teach managing the reception contract according to alternative types of ID numbers, or charging the plural receivers belonging to a same group indicated by the group ID number a billing amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in claims 20, 23 and 30. Therefore, Kubota '171 does not fulfill the stated deficiencies of Kitada '611, Sasa '278 and Beyers II '923.

Matsuzaki '314 discloses charging different fees for each user in accordance with the number of users that are managed by a same receiver, when users by a same server receiver same pay information.

Neither Matsuzaki '314 nor Rathus '863 teaches managing the reception contract according to alternative types of ID numbers, i.e., these references do not teach managing the reception contract on the basis of (1) the individual ID numbers or (2) the group ID numbers, or charging the plural receivers belonging to a same group indicated by the group ID number a billing

amount charged for one receiver even if a portion of such data stream is descrambled with plural receivers in the same group, as recited in claims 20, 23 and 30.

8. Claims 17 and 19 were rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278, Beyers II '923, Kubota '171, Matsuzaki '314 and Rathus '863. Claims 17 and 19 have been cancelled, thereby mooting their rejection.

9. Claim 18 was rejected under 35 U.S.C. §103(a) over Kitada '611, Sasa '278, Beyers II '923, Kubota '171, Matsuzaki '314, Rathus '863 and Ohkura et al. U.S. Patent 6,347,400. Claim 18 has been cancelled, thereby mooting its rejection.

All claims 20-33 are now proper in form and patentably distinguished over all grounds of rejection stated in the Office Action. Accordingly, allowance of all claims 20-33 is respectfully requested.

Should the Examiner deem that any further action by the applicants would be desirable to place this application in even better condition for issue, the Examiner is requested to telephone applicants' undersigned representatives.

Respectfully submitted,

PARKHURST & WENDEL, L.L.P.

May 26, 2004
Date

Roger W. Parkhurst
Registration No. 25,177
Robert N. Wieland
Registration No. 40,225

RWP:RNW/mhs

Attorney Docket No.: HYAE:099

PARKHURST & WENDEL, L.L.P.
1421 Prince Street, Suite 210
Alexandria, Virginia 22314-2805
Telephone: (703) 739-0220